



Client Ref.: 43555-104469
PTO/SB/96 (12-05)

STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Assignor/Inventor Owner: Michael L. Jackson et al.

Attorney Docket No. 43555

Application No./Patent No./Control No.: 10/773,935

Filed/Issue Date: February 6, 2004

Entitled:

Chlorine Free and Reduced Chlorine Content Polymer and Resin Compositions for Adhesion to Plastics

Nippon Paint (USA), Inc.

(Name of Assignee)

Delaware Corporation

(Type of Assignee: corporation, partnership, university, government agency, etc.)

states that it is:

1. ☐ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest
(The extent (by percentage) of its ownership interest is _____%)

In the patent application/patent identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____. ☐ or a true copy of the original assignment is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: Michael L. Jackson et al. To: Rohm and Haas Company
☐ The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or ☒ for which a copy thereof is attached.
2. From: Rohm and Haas Company To: Nippon Paint (USA), Inc.
☐ The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or ☒ for which a copy thereof is attached.
3. From: _____ To: _____
☐ The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or ☐ for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Signature

Date

Mark A. Hagedorn

11/6/2006

Printed or Typed Name

312-214-4808

Attorney for Applicant

Telephone Number

Title

Customer No.: **23644**

SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450

**POWER OF ATTORNEY TO PROSECUTE APPLICATIONS BEFORE THE USPTO**PTO/SB/80 (11-04)
Approved for use through 11/30/2005. OMB 0651-0035
U.S. Patent and Trademark Office, U.S. DEPARTMENT OF COMMERCE**Client No. 43555**

The Assignee hereby revokes all previous powers of attorney given in the application identified in the attached statement under 37 CFR 3.73(b).

The Assignee hereby appoints

☒ BARNES & THORNBURG LLP, Customer Number:

23644

as attorney(s) or agent(s) to represent the undersigned before the United States Patent and Trademark Office (USPTO) in connection with any and all patent applications assigned only to the undersigned according to the USPTO assignment records or assignment documents attached to this form in accordance with 37 CFR 3.73(b).

Please change the correspondence address for the application identified in the attached statement under 37 CFR 3.73(b) to:

☒ The address with the Customer Number:

23644**OR**

<input type="checkbox"/> Firm or Individual Name			
Address			
City	State		Zip
Country			
Telephone		Fax	

Assignee Name and Address:

Nippon Paint (USA), Inc.
11110 Berea Rd.
Cleveland, OH 44102

A copy of this form, together with a statement under 37 CFR 3.73(b) (Form PTO/SB/96 or equivalent) is required to be filed in each application in which this form is used. The statement under 37 CFR 3.73(b) may be completed by one of the practitioners appointed in this form if the appointed practitioner is authorized to act on behalf of the assignee, and must identify the application in which this Power of Attorney is to be filed.

SIGNATURE of Assignee of Record

The individual whose signature and title is supplied below is authorized to act on behalf of the assignee

Signature		Date	11/1/06
Name	Hidefumi Morita	Telephone	216-651-5900
Title	Executive Vice President		

This collection of information is required by 37 CFR 1.21, 1.22 and 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. SEND TO: Commissioner for Patents, P.O. Box 1456, Alexandria, VA 22315-1456.

ASSIGNMENT

WHEREAS, Michael L. Jackson of 161 N. Edgewood, LaGrange, IL 60525; Frank A. Stubbs of 547 Fillmore Avenue, Dyer, IN 46311; Joseph M. Mecozzi of 228 Locust, Hammond, IN 46324; Dean T. Smith of 4251 Park Place, Crown Point, IN 46307; Hans B. Neubeck of 12509 Meadowlark Lane, Cedar Lake, IN 46303; David Brian Rybarczyk of PMB 138, 228 W. Lincoln Highway, Schererville, IN 46375; Kevin W. Smith of 132 Ruth Street, Calumet City, IL 60409 and René C. Hoffman of 215 Kimrich Circle North, Valparaiso, IN 46385 (hereafter Assignor(s)), invented certain new and useful improvements in Chlorine Free And Reduced Chlorine Content Polymer And Resin Compositions For Adhesion To Plastics, (hereafter "INVENTION") for which on the date below Assignor executed an application for Letters Patent of the United States of America;

WHEREAS at the time the INVENTION was made, Assignor was under an obligation to assign all right, title and interest in Assignor's INVENTION to ROHM AND HAAS COMPANY, a Delaware corporation having its principal place of business at 100 Independence Mall West, Philadelphia, Pennsylvania, 19106-2399, which wants to formalize the assignment and its ownership of the entire interest in the INVENTION and in any and all applications for patent thereon and in any and all Letters Patent which may be granted thereon;

NOW, THEREFORE, for valuable consideration received by Assignor, receipt and sufficiency of which is hereby acknowledged, Assignor has assigned and by this Assignment does assign to ROHM AND HAAS COMPANY, for the United States of America, its territorial possession, and for all foreign countries, the entire right, title, and interest in and to the INVENTION including the right to apply for patents, or similar protection, including any continuations, divisional, renewal, substitute, reissue or improvement applications, and to claim International Convention priority, in all such foreign countries; Assignor *further agrees without further consideration to testify in any proceedings, to execute all papers, execute all divisional, continuing, continuation-in-part, reissue and foreign applications, and make all rightful oaths and declaration relating to the INVENTION, requested by the ROHM AND HAAS COMPANY; and Assignor does hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and the corresponding official in any foreign country to issue any Letters Patent which may be granted in the United States or foreign country, respectively, to ROHM AND HAAS COMPANY for its sole use and benefit and for its successors and assigns, to the full end of the term or terms for which said Letters Patent may be granted.*

Assignor authorizes and requests insertion herein of the Serial Number 10/773,935 and filing date 02/06/2004 of said application when officially known.

IN TESTIMONY WHEREOF, Assignor intending to be legally bound has hereunto affixed its signature(s).

August 8, 2003
Date

Michael L. Jackson
Michael L. Jackson

STATE OF ILLINOIS

COUNTY OF Cook

: SS.

Michael L. Jackson personally appeared before me and acknowledged to me that the execution of the foregoing instrument is an act of free will and deed of this 8th day of August, 2003.

[SEAL]

Karen S. Davis
Notary Public



8/13/03
Date

Frank A. Stubbs
Frank A. Stubbs

STATE OF ILLINOIS

COUNTY OF Cook

: SS.

Frank A. Stubbs personally appeared before me and acknowledged to me that the execution of the foregoing instrument is an act of free will and deed of this 13th day of August, 2003.

[SEAL]

Karen S. Davis
Notary Public



IN TESTIMONY WHEREOF, Assignor intending to be legally bound has hereunto affixed its signature(s).

8-11-03
Date

Joseph M. Meozzi
Joseph M. Meozzi

STATE OF ILLINOIS :
COUNTY OF Cook : SS.

Joseph M. Meozzi personally appeared before me and acknowledged to me that the execution of the foregoing instrument is an act of free will and deed of this 11th day of August, 2003.



Karen S. Davis
Notary Public

8-13-03
Date

Dean T. Smith
Dean T. Smith

STATE OF ILLINOIS :
COUNTY OF Cook : SS.

Dean T. Smith personally appeared before me and acknowledged to me that the execution of the foregoing instrument is an act of free will and deed of this 13th day of August, 2003.



Karen S. Davis
Notary Public

IN TESTIMONY WHEREOF, Assignor intending to be legally bound has hereunto affixed its signature(s).

8-8-2003
Date

Hans B. Neubeck
Hans B. Neubeck

STATE OF ILLINOIS

COUNTY OF Cook : SS.

Hans B. Neubeck personally appeared before me and acknowledged to me that the execution of the foregoing instrument is an act of free will and deed of this 8 day of August, 2003.

[SEAL]

Karen S. Davis
Notary Public



8-8-2003
Date

David B. Rybarczyk
David B. Rybarczyk

STATE OF ILLINOIS

COUNTY OF Cook : SS.

David B. Rybarczyk personally appeared before me and acknowledged to me that the execution of the foregoing instrument is an act of free will and deed of this 8 day of August, 2003.

[SEAL]

Karen S. Davis
Notary Public



IN TESTIMONY WHEREOF, Assignor intending to be legally bound has hereunto affixed its signature(s).

AUGUST 11TH 2003
Date

Kevin W. Smith
Kevin W. Smith

STATE OF ILLINOIS

COUNTY OF

Cook

: SS.

Kevin W. Smith personally appeared before me and acknowledged to me that the execution of the foregoing instrument is an act of free will and deed of this 11th day of August, 2003.

(SEAL)



Karen S. Davis
Notary Public

August 8, 2003
Date

René C. Hoffman
René C. Hoffman

STATE OF ILLINOIS

COUNTY OF

Cook

: SS.

René Hoffman personally appeared before me and acknowledged to me that the execution of the foregoing instrument is an act of free will and deed of this 8th day of August, 2003.

(SEAL)



Karen S. Davis
Notary Public

INTELLECTUAL PROPERTY ASSIGNMENT BETWEEN ROHM AND HAAS
COMPANY AND NIPPON PAINT (USA), INC.

WHEREAS Rohm and Haas Company, a Delaware corporation, and Rohm and Haas Chemicals LLC, a Delaware limited liability corporation, collectively hereinafter "ASSIGNORS", are the owners and assignee of all interest in the Letters Patent and applications for letters patent as are set forth in the attached Schedule A1 (respectively, the "Letters Patent" and "Patent Applications"), as well as in the trademarks set forth in the attached Schedule B1 (the "Trademarks"), and the domestic and foreign registrations and applications for registration of the Trademarks shown in Schedule B1, and the goodwill of the business symbolized by the Trademarks, and NIPPON PAINT (USA), INC., a Delaware corporation, hereinafter "ASSIGNEE", desires to acquire all of ASSIGNOR'S interest therein pursuant to subsection 1.05(b)(viii) of a certain PURCHASE AND SALE AGREEMENT dated as of August 7, 2006 and amended on October 1, 2006 between ASSIGNEE and Rohm and Haas Equity Corporation, an indirect wholly owned subsidiary of Rohm and Haas Company (the "Purchase Agreement").

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms of the Purchase Agreement, ASSIGNORS do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, ASSIGNORS' entire right, title and interest in and throughout the world, in and to the inventions as described in the Patent Applications and Letters Patent, together with ASSIGNORS' entire right, title and interest in and to the Patent Applications and Letters Patent, and such letters patent as may issue thereon or claim priority under any international convention; including but not limited to continuations, divisionals, reissues, and reexaminations of said Patent Applications not yet filed ("Coping Applications"); said inventions, Patent Applications and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf, and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent have been granted or for which letters patent may be granted on the Patent Applications or Copending Applications, as fully and entirely as the same would have been held by ASSIGNOR had this assignment and sale not been made; ASSIGNORS hereby convey all of ASSIGNORS' rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any Copending Applications or any Patent Applications. ASSIGNORS hereby acknowledge that this assignment, being of ASSIGNORS' entire right, title and interest in and to said inventions, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all letters patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all letters patent to ASSIGNEE for its own name as assignee of ASSIGNORS'

entire right, title and interest therein. ASSIGNORS also hereby acknowledge that this assignment carries with it the right in ASSIGNEE to sue for past damages for infringement of said Letters Patent.

Further THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, and subject to the terms of the Agreement, ASSIGNORS hereby sell, assign and transfer to ASSIGNEE all right, title and interest in and to the Trademarks, and the goodwill of the business symbolized by the Trademarks, together with the domestic and foreign registrations and applications for registration of the Trademarks, in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto and in and to all rights of action arising from the Trademarks, all claims for damages by reason of past, present and future Infringement of the Trademarks and the right to sue and collect damages for such infringement, to be held and enjoyed by ASSIGNEE for its own use and benefit and for its successors and assigns as the same would have been held by ASSIGNORS had this assignment not been made.

ASSIGNORS hereby further agree for themselves and their successors, assigns and legal representatives to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid Letters Patent, Patent Applications and Trademarks to said ASSIGNEE, its successors, assigns, and legal representatives, but at the expense and charge of ASSIGNEE, including: the execution of applications for patents in foreign countries; the execution of substitution, reissue, divisional or continuation applications; and preliminary or other statements or the giving of testimony in any Opposition, interference or other proceeding in which said trademarks, inventions or any application or patent directed thereto may be involved.

ASSIGNORS hereby still further, authorizes and requests all Patent Offices of competent jurisdiction to issue any letters patent as shall be granted upon any Copending Applications or Patent Applications to said ASSIGNEE, its successors, assigns, and legal representatives.

IN WITNESS WHEREOF, ASSIGNORS hereby cause this Assignment to be duly executed and set its hand and affixed its seal on the date set forth below.

ROHM AND HAAS COMPANY

By: *Marc S. Adler*
Name: Marc S. Adler
Title: Assistant Secretary
Date: Sept 29, 2006

Commonwealth of Pennsylvania)
County of) ss

On this 29 day of September, 2006, before me, the undersigned Notary Public, personally appeared Marc S. Adler, who proved to me through satisfactory evidence of identification, which was/were Pennsylvania Driver's License to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Jacqueline L. Pearlman
Signature of Notary

(Seal)

My Commission Expires: August 21, 2010



ROHM AND HAAS CHEMICALS, L.L.C.

By: Marc S. Adler

Name: Marc S. Adler

Title: Assistant Secretary

Date: Sept 29, 2006

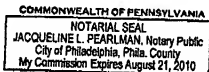
Commonwealth of Pennsylvania)
County of) ss

On this 29 day of September, 2006, before me, the undersigned Notary Public, personally appeared Marc S. Adler, who proved to me through satisfactory evidence of identification, which was/were Pennsylvania Driver's License to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Jacqueline L. Pearlman
Signature of Notary

(Seal)

My Commission Expires: August 21, 2010



Schedule A1 – Patents

ASSIGNOR'S DOCKET NO.	COUNTRY	SERIAL NO.	PATENT/ PUBLICATION NO*
1565-06-50**	JAPAN	61502480	1788668
1565-06-65**	USA	339857	5030681
2134-06-00**	USA	752103	5169725
2134-06-24**	USA	905931	5283126
2249-06-00**	MEXICO	9402703	185812
2249-06-01**	USA	280684	5489448
2690-06-00**	CANADA	2165529	2165529
2690-06-00**	JAPAN	16432/96	2975303
2690-06-00**	MEXICO	9600239	Allowed
2690-06-00**	USA	381810	5709946
2690-06-99**	USA	9154238	6455614
2708-06-24**	MEXICO	9503654	187560
2708-06-24**	USA	463599	5480939
2742-06-00**	CANADA	2185860	2185860
2742-06-00**	MEXICO	9604446	206026
2742-06-00**	USA	548121	5759703
2742-06-02**	USA	735840	5801219
3089-06-00**	CANADA	2186834	2186834
3089-06-00**	JAPAN	296779/96	2922469
3089-06-00**	MEXICO	9604749	206203
3089-06-00**	USA	648783	5777022
3367-06-13**	USA	9667822	6465563
3398-06-00**	MEXICO	984946	204126
3398-06-00**	JAPAN	10210868	Pending
3398-06-00**	CANADA	2238797	2238797
3398-06-00**	USA	900700	5962574
3398-06-02**	USA	257481	6034166
A01295	USA	10315764	2003108757A
A01495	JAPAN	2004044938	2004269876A
A01495	KOREA	200411384	Pending
A01495	MEXICO	2004001351	Pending
A01495	USA	10773935	20040176541A
A01575	CANADA	2473626	Pending
A01575	JAPAN	2004099697	200589730A
A01575	USA	10938029	20050059765A
A01581	JAPAN	2004295741	2005138102A

ASSIGNOR'S DOCKET NO.	COUNTRY	SERIAL NO.	PATENT/ PUBLICATION NO*
A01581	MEXICO	2004009803	Pending
A01581	USA	10958889	20050100674A
A01597	CANADA	2487916	Pending
A01597	JAPAN	2004349597	2005179662A
A01597	USA	10984043	20050123781A
A01684	CANADA	2516969	Pending
A01684	CHINA	200510099075	1743390A
A01684	USA	11205603	20060051513A
A01741	CANADA	2540221	Pending
A01741	CHINA	2006100718489	Pending
A01741	JAPAN	2006-090284	Pending
A01741	USA	11375450	Pending

* Any number ending in A is a Patent Application and not yet a granted patent; any number ending in B is a Letter Patent.

** Denotes a patent application that may be owned by Bee Chemical Company or Nippon Bee Chemicals and therefore cannot be transferred by ASSIGNOR. To the extent ASSIGNOR has any ownership rights, such ownership rights are transferred.

Schedule B1 – Trademarks

ASSIGNOR'S TRADEMARK	COUNTRY	STATUS	APP. NO.	REG. NO.
1KLEAR	Mexico	Registered	609455	803985
1KLEAR	United States	Published	78271488	
BOXCOTE	Argentina	Registered	2291783	1853543
BOXCOTE	Brazil	Pending	822847213	
BOXCOTE	Canada	Pending	1062719	
BOXCOTE	Mexico	Registered	431129	664671
DECOFUSION	Canada	Pending	1302196	
DECOFUSION	China (Peoples Republic)	Unfiled		
DECOFUSION	Japan	Pending	2006-046238	
DECOFUSION	Mexico	Pending	784756	
DECOFUSION	United States	Pending	78886795	
DECOFUSION Design	Canada	Pending	1302217	
DECOFUSION Design	China (Peoples Republic)	Unfiled		
DECOFUSION Design	Japan	Pending	2006-046240	
DECOFUSION Design	Mexico	Pending	784757	
DECOFUSION Design	United States	Pending	78886832	
LENSGARD	Australia	Registered	929340	929340
LENSGARD	Canada	Published	1135098	
LENSGARD	Mexico	Registered	543507	776103
LENSGARD***	United States	Registered	73641108	1465097
MAT-TEC	Argentina	Registered	2338755	1907277
MAT-TEC	Australia	Registered	929338	929338
MAT-TEC	Brazil	Published	823909808	
MAT-TEC	Canada	Registered	1103477	TMA640296
MAT-TEC	China (Peoples Republic)	Registered	2001086412	1775224

Schedule B1 – Trademarks(Cont.)

ASSIGNOR'S TRADEMARK	COUNTRY	STATUS	APP. NO.	REG. NO.
MAT-TEC	Japan	Registered	418722001	4566389
MAT-TEC	Mexico	Registered	484922	704207
MAT-TEC	Taiwan	Registered	90020468	997412
MAT-TEC	United States	Registered	78061558	2837165
MATTEGARD	Mexico	Registered	431130	664672
NB Logo***	China	Registered	3144932	3144932
SOFTOUCH	Australia	Registered	907406	907406
SOFTOUCH	Canada	Published	1135097	
SOFTOUCH	China (Peoples Republic)	Registered	3128107	3128107
SOFTOUCH	Japan	Registered	200277413	4680525
SOFTOUCH	Mexico	Registered	543508	747557
SOFTOUCH***	United States	Registered	73693741	1628842
UNICOAT***	Argentina	Registered	2310921	1867547
UNICOAT***	Australia	Registered	929335	929335
UNICOAT***	Brazil	Published	823206467	
UNICOAT***	Canada	Registered	561287	339346
UNICOAT***	China (Peoples Republic)	Registered	3627543	3627543
UNICOAT In Katakana***	Japan	Registered	60-102487	1998498
UNICOAT***	Mexico	Registered	253479	325629
UNICOAT***	Spain	Registered	1051561	1051561
UNICOAT***	Sweden	Registered	6620	190408
UNICOAT***	Taiwan	Registered	92030329	1086127
UNICOAT***	United States	Registered	355050	1290619

*** Denotes a trademark that may be owned by Bee Chemical Company or Nippon Bee Chemicals and therefore cannot be transferred by ASSIGNOR. To the extent ASSIGNOR has any ownership rights, such ownership rights are transferred.